MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. CENSUS BUREAU, U.S. DEPARTMENT OF COMMERCE,
AND THE COMMONWEALTH OF PUERTO RICO CONCERNING THE CONDUCT
OF
CENSUS AND SURVEY ACTIVITIES IN PUERTO RICO

I. PARTIES

This document (hereinafter “umbrella agreement”) constitutes an agreement between the Census Bureau, United States Department of Commerce, hereafter referred to as the CENSUS BUREAU, and the Commonwealth of Puerto Rico, acting by and through the public agency hereafter known as the PUERTO RICO INSTITUTE OF STATISTICS.

II. AUTHORITIES

The Census Bureau, the Commonwealth of Puerto Rico, and the Puerto Rico Institute of Statistics have the authority to undertake this agreement pursuant to:

(1) Title 13 U.S.C., Chapters 5 and 9, which direct or authorize the Census Bureau to conduct censuses and surveys and to publish the resulting statistics.

(2) Articles 5 (d) and (n) of Act. No. 209 of August 28, 2003 of the Commonwealth of Puerto Rico, known as the Puerto Rico Institute of Statistics Act, which authorizes the Institute to award contracts and memoranda of agreement with federal government agencies.

(3) Articles 5 (a) of Act. No. 209 of August 28, 2003 of the Commonwealth of Puerto Rico, empowers the Puerto Rico Institute of Statistics to establish the quality criteria for the data and statistics compiling systems in the government agencies, performance indices, degree of reliability of the information, suitability and effectiveness of indicators pursuant to the needs of our people and the requirements of modern economies.

(4) Articles 5 (k) of Act. No. 209 of August 28, 2003 of the Commonwealth of Puerto Rico, empowers the Puerto Rico Institute of Statistics to perform of its own accord, or by request to such effects, studies and investigations regarding the data and statistics...
compiling systems as requested by government agencies, as well as the municipal governments and the federal government.

(5) Article 11 (h) and (i) of Act. No. 209 of August 28, 2003 of the Commonwealth of Puerto Rico, which empowers the Executive Director of the Puerto Rico Institute of Statistics to formalize agreements with state and federal government agencies.

Any addendum to this Agreement created to cover specific census or survey programs or activities will cite specific applicable authorities.

III. PURPOSE

It shall be the policy of the Census Bureau, United States Department of Commerce, the Commonwealth of Puerto Rico and the Puerto Rico Institute of Statistics to conduct the various census and survey activities authorized for Puerto Rico under the provisions of Title 13 U.S.C. and to assure the efficient operation of these activities and the recognition of the special interests of Puerto Rico.

This document will act as a general overarching agreement between the Census Bureau and the Commonwealth of Puerto Rico. The parties will enter into appendices to cover specific census and survey activities. These appendices shall be drafted in conformity with the provisions of Title 13 U.S.C., with respect to the mandatory and confidential nature of the replies to census inquiries and all other applicable provisions of these and other statutes, regulating the conduct of census and survey activities.

The Office of Congressional and Intergovernmental Affairs (OCIA), in concert with the Office of Policy, Office of General Counsel and representatives of the various program areas of the Census Bureau, will coordinate the development and maintenance of this umbrella agreement and its appendices. OCIA shall act as the main contact and liaison between the Commonwealth of Puerto Rico and the Census Bureau.

This agreement is necessary and essential to further the mission of the Census Bureau in that it will promote cooperation and continue the long-standing relationship between Puerto Rico and the Census Bureau as well as assure the highest quality of census data.

IV. RESPONSIBILITIES OF THE PARTIES

The Census Bureau will publish the results of censuses and survey activities conducted in Puerto Rico in such form and manner as required by law or regulation or otherwise as it deems appropriate. The Census Bureau shall include Puerto Rico in analysis and data acquisition in a manner uniform with and equal to that of the 50 states of the United States of America.

The Puerto Rico Institute of Statistics will act as the single agency able to negotiate this Agreement and its Appendices with the Census Bureau regarding the conduct of censuses,
survey activities, and other partnership programs in Puerto Rico, such as the State Data Centers. Each Appendix will define the specific roles and responsibilities that are deemed necessary for each program or activity. The Executive Director of the Puerto Rico Institute of Statistics will represent the Commonwealth of Puerto Rico in all statistical matters, pursuant to the Puerto Rico Act No. 209 of 2003, Article 11(h).

Should Puerto Rico request a special census or survey or a special tabulation, the Census Bureau may agree to undertake that work on a separate, cost recovery basis. For the purposes of this agreement, a special census, survey, or tabulation shall be defined as any census, survey or tabulation that the Census Bureau is not required to perform by United States law (for example, United States Code). To cover these special services, the parties will execute an appendix to this agreement.

V. CONTACTS

The contacts of each party to this agreement are:

John H. Thompson  
Director  
U.S. Census Bureau  
U.S. Department of Commerce  
Washington, DC 20233  
Phone: 301-763-2135  
Fax: 301-763-3761  
E-mail: john.h.thompson@census.gov

Dr. Mario Marazzi Santiago  
Executive Director  
Puerto Rico Institute of Statistics  
P.O. Box 155484  
San Juan, PR 00919-5484  
Phone: 787-993-3336  
Fax: 1-787-993-3346  
E-mail: mario.marazzi@estadisticas.gobierno.pr

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

VI. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This agreement will become effective when signed by all parties and can be amended at any time by mutual consent of the parties. This agreement will remain in effect until December 31, 2024.
The parties will review this agreement in December 2017, and every three years thereafter, to determine whether it should be renewed or revised.

The provisions of each appendix to this agreement will be effective when signed by the parties and may be amended by at any time by mutual consent of the parties. Each appendix will be governed by a termination date stated therein, but may not extend beyond the effective date of this umbrella agreement. The parties may review this agreement and/or any appendix to this agreement at any time, upon request of either party.

Either party may terminate this Memorandum of Agreement or an appendix by providing 60 days written notice to the other party. Notwithstanding any termination of this agreement or its appendices, the Census Bureau will conduct census and surveys required by law or regulation.

VII. OTHER PROVISIONS

Should disagreement arise on the interpretation of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

This agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. This agreement supersedes any and all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, between the parties with respect to the subject matter hereof. This agreement may not be modified or amended other than by a written instrument duly executed by authorized representatives of all parties.

This agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

In consideration of the foregoing, the parties hereby execute this Agreement.

[Signature]
John H. Thompson
Director
U.S. Census Bureau
U.S. Department of Commerce

10/22/2014
Date
(Signature)

Alejandro J. García Padilla
Governor
Commonwealth of Puerto Rico

November 20, 2014
Date
MEMORANDUM OF AGREEMENT ON THE
CONDUCT OF THE 2020 CENSUS IN PUERTO RICO

(Appendix I to the Memorandum of Agreement between the U.S. Census Bureau, U.S. Department of Commerce, and the Commonwealth of Puerto Rico Concerning the Conduct of Censuses and Survey Activities in Puerto Rico)

Pursuant to the Memorandum of Agreement between the U.S. Census Bureau, U.S. Department of Commerce, and the Commonwealth of Puerto Rico Concerning the Conduct of Census and Survey Activities in Puerto Rico (hereinafter "Umbrella Agreement"), it is hereby agreed to conduct the 2020 Census of Puerto Rico in accordance with the following provisions:

I. PERIOD OF AGREEMENT

1. This Agreement, Appendix I, will become effective and will run coterminous with the signed umbrella agreement. Notwithstanding any termination of this Appendix, the Census Bureau will conduct the 2020 Census program as required by 13 U.S.C. §§ 141, 182, 191, and 193.

II. AUTHORITIES, PURPOSE, AND DESCRIPTION OF PROGRAM

1. The Census Bureau will conduct a census of population and housing in Puerto Rico, concurrently with the equivalent census in the fifty states of the United States (hereinafter referred to as "stateside"), as part of the 2020 Census program.

2. It is the interest of both the United States and Puerto Rico that the 2020 Decennial Census of Puerto Rico be conducted in such a manner that meets the needs of both governments in the most efficient and economical manner. The Decennial Census of Puerto Rico is authorized by Sections 141 and 191 of Title 13 of the United States Code and Law No.11 from the Commonwealth of Puerto Rico approved on March 27, 1950. Section 16 of Title 13 of the United States Code authorizes the Local Update of Census Addresses (LUCA) program, which provides for updating addresses through an exchange of information between the Census Bureau and designated liaisons from local units of general purpose governments, including Puerto Rico. Sections 182 and 193 of Title 13 authorize the Census Bureau to conduct interim surveys, as well as surveys in advance of, in conjunction with, or following
the decennial census. These sections of Title 13 authorize activities such as decennial testing.

3. The 2020 Census of Puerto Rico shall be conducted in a manner that is consistent with high standards of statistical reliability.

4. The Census Bureau will establish a temporary Area Office and Local Census Offices in Puerto Rico to manage and coordinate the 2020 Census program, subject to the availability of funds. The managers of the Area Office and Local Census Offices will be Census Bureau employees.

5. The Census Bureau will use the same questionnaire content for conducting the 2020 Census both stateside and in Puerto Rico.

6. The Census Bureau will prepare a calendar of operations to serve as a guide for planning and conducting the 2020 Census of Puerto Rico and will measure progress periodically against this schedule to assure the orderly accomplishment of all aspects of the program. The Census Bureau will keep the Puerto Rico Institute of Statistics informed of the progress of the 2020 Census operations in Puerto Rico.

7. The data products program for the 2020 Census, including tabulations and publications, will be the same as stateside for most data products. Statistical data will be tabulated using the same procedures as stateside to facilitate the timely release of data and maximize the quantity and quality of statistics available. Product layouts and schedules will also be the same as stateside.

8. The Census Bureau will publish the results of the 2020 Census of Puerto Rico in a form and manner consistent with the Census Bureau’s stateside tabulation and publication program.

III. RESPONSIBILITIES OF THE PARTIES

1. The Census Bureau will be responsible for the following:

   a. Interviewing and testing candidates for jobs in connection with the 2020 Census of Puerto Rico;

   b. Determining pay rates and selecting, appointing and training qualified persons for jobs deemed necessary in the conduct of the census;

   c. Assuring these employees take an Oath or Affirmation to protect the confidentiality of the information collected by them, as required by the Section 9 of the Title 13 of the United States Code;

   d. The procurement and distribution of maps, supplies and equipment, and the establishment of any special procedures required for the enumeration;
e. The design, adaptation, translation, printing and distribution of questionnaires, instruction manuals, training materials, and related forms;

f. Processing of all census materials;

g. Providing all specifications needed for in the collection of maps, the certification of boundary information and the designation of appropriate statistical areas. Office maps and copies of maps required by field staff will be prepared by the Census Bureau;

h. Establishing a 2020 Census of Puerto Rico outreach and promotion program and implementing this program with cooperation from the Commonwealth of Puerto Rico.

2. The Commonwealth of Puerto Rico will be responsible for the following:

a. Cooperating with the Census Bureau in publicizing the 2020 Census of Puerto Rico;

b. As requested, assisting in outreach to identify possible candidates for filling field positions required for the enumeration;

c. Assisting the Census Bureau in obtaining planning information from sources within Puerto Rico, such as address and telephone lists, to be used for coverage improvement;

d. Assisting the Census Bureau in the collection of maps, the certification of boundary information and the designation of appropriate statistical areas;

e. Cooperating with the Census Bureau on the Local Update of Census Addresses program and in the establishment of Complete Count Committees throughout the Island (these programs are designed to help ensure the accuracy of counts);

f. As requested, participating in the planning of the tabulations and publications.

IV. OTHER PROVISIONS

1. All persons involved in the 2020 Census of Puerto Rico and employed by the Census Bureau are subject to the provisions of the Privacy Act of 1974.

2. The confidentiality of data for individuals will be protected in conformity with the provisions of the Title 13 of the United States Code.

3. All aspects of the 2020 Census of Puerto Rico will be governed by the provisions of the Title 13 of the United States Code and the Acts of the Legislature of Puerto Rico relating to censuses, to the extent that the provisions of such Acts are not inconsistent with Title 13 of the United States Codes.
4. Unless otherwise provided in this Appendix, all provisions of the umbrella agreement remain in effect and govern the conduct of this Appendix.

(Signature)  

John H. Thompson  
Director  
U.S. Census Bureau  
U.S. Department of Commerce

(Signature)  

Alejandro J. García Padilla  
Governor  
Commonwealth of Puerto Rico

10/22/2014  

Date  

November 20, 2014  

Date
MEMORANDUM OF AGREEMENT ON THE CONDUCT
OF THE PUERTO RICO COMMUNITY SURVEY

(Appendix II to the Memorandum of Agreement between the U.S. Census Bureau,
U.S. Department of Commerce, and the Commonwealth of Puerto Rico
Concerning the Conduct of Census and Survey Activities in Puerto Rico)

Pursuant to the above-referenced Umbrella Agreement between the U.S. Census Bureau, U.S.
Department of Commerce, and the Commonwealth of Puerto Rico concerning the conduct of
census and survey activities in Puerto Rico, it is hereby agreed to conduct the Puerto Rico
Community Survey in accordance with the following provisions:

I. PERIOD OF AGREEMENT

1. This Agreement, Appendix II, will become effective and will run coterminous with
the signed Umbrella Agreement. It may be terminated by either party upon providing
60-days written notice to the other party.

II. AUTHORITIES, PURPOSE, AND DESCRIPTION OF PROGRAM

1. As part of the decennial census program, the Census Bureau will conduct the Puerto
Rico Community Survey concurrently with the American Community Survey in the
fifty states of the United States (hereinafter referred to as “stateside”).

2. It is in the interest of both the Census Bureau and the Commonwealth of Puerto Rico
that the Puerto Rico Community Survey, a component of the Decennial Census, be
conducted in such a manner that it meets the needs of both governments in the most
efficient and economical manner. The conduct of the Puerto Rico Community Survey

3. The Puerto Rico Community Survey shall be conducted in a manner that it is
consistent with high standards of statistical reliability.
4. A household sample will be drawn and a questionnaire covering population and housing items will be administered as part of the Puerto Rico Community Survey. The Puerto Rico Community Survey questionnaire will have the same content as the equivalent questionnaire used stateside.

5. The Census Bureau will use sampling and statistical estimation in various Puerto Rico Community Survey operations.

6. The Census Bureau will publish the results of the Puerto Rico Community Survey in a form and manner consistent with its total tabulation and publication program.

7. The Census Bureau will prepare a calendar of operations to serve as a guide for planning and conducting the Puerto Rico Community Survey and will measure progress periodically against this schedule to assure the orderly accomplishment of all aspects of the program. The Census Bureau will keep the Puerto Rico Institute of Statistics informed of the progress of the Puerto Rico Community Survey.

8. The Census Bureau will establish a limited on-the-ground presence in Puerto Rico to supervise and coordinate the Puerto Rico Community Survey. Staff will be employees of the Census Bureau.

III. RESPONSIBILITIES OF THE PARTIES

1. The Census Bureau will be responsible for the following:

   a. Interviewing and testing candidates for jobs in connection with the Puerto Rico Community Survey;

   b. Determining pay rates and selecting, appointing and training qualified persons for jobs deemed necessary in the conduct of the Puerto Rico Community Survey;

   c. Assuring these employees take an Oath or Affirmation to protect the confidentiality of the information collected by them, as required by the Section 9 of the Title 13 of the United States Code;

   d. The procurement and distribution of laptop computers, maps, supplies and equipment, and the establishment of any special procedures required for the enumeration;

   e. The design, adaptation, translation, printing and distribution of questionnaires, instruction manuals, training materials, and related forms;

   f. The content and design of the questionnaire and the data products program. Statistical data will be tabulated by means of procedures similar to those established for the states to facilitate the timely release of data and to maximize the quantity and quality of statistics ultimately available;
g. Puerto Rico Community Survey materials will be processed by the Census Bureau in the United States;

h. All specifications needed for in the collection of maps, the certification of boundary information and the designation of appropriate statistical areas will be provided by the Census Bureau. Office maps and copies of maps required by field staff will be prepared by the Census Bureau.

i. Establishing an outreach and promotion program for the Puerto Rico Community Survey and implementing this program with cooperation from the Commonwealth of Puerto Rico.

2. The Commonwealth of Puerto Rico will be responsible for the following:

   a. Cooperating with the Census Bureau in publicizing the Puerto Rico Community Survey;

   b. As requested, participating in planning the tabulations and publications;

   c. As requested, assisting in outreach to identify possible candidates for filling field positions required for the enumeration;

   d. Assisting the Census Bureau in obtaining planning information from sources within Puerto Rico, such as address and telephone lists, to be used for coverage improvement;

   e. Assisting the Census Bureau in the collection of maps, the certification of boundary information and the designation of appropriate statistical areas.

IV. OTHER PROVISIONS

1. All persons involved in the Puerto Rico Community Survey and employed by the Census Bureau are subject to the provisions of the Privacy Act of 1974.

2. The confidentiality of data for individuals will be protected in conformity with the provisions of the Title 13 of the United States Code.

3. All aspects of the Puerto Rico Community Survey will be governed by the provisions of the Title 13 of the United States Code, and the Acts of the Legislature of Puerto Rico relating to censuses, to the extent that the provisions of such Acts are not inconsistent with Title 13 of the United States Code.

4. Unless otherwise provided in this Appendix, all provisions of the umbrella agreement remain in effect and govern the conduct of this Appendix.
John H. Thompson  
Director  
U.S. Census Bureau  
U.S. Department of Commerce

Alejandro J. García Padilla  
Governor  
Commonwealth of Puerto Rico
MEMORANDUM OF AGREEMENT ON THE CONDUCT OF THE FEDERAL-STATE COOPERATIVE FOR POPULATION ESTIMATES WITH PUERTO RICO


Pursuant to the Umbrella Agreement, referenced above between the U.S. Census Bureau, U.S. Department of Commerce, and the Government of Puerto Rico concerning the conduct of census and survey activities in Puerto Rico, it is hereby agreed to provide customer service and outreach in various forms to improve the quality of the population and housing unit estimates for Puerto Rico.

I. PERIOD OF AGREEMENT

1. This Agreement, Appendix III will become effective when signed by all parties. It may be terminated by either party upon providing 60-days written notice to the other party or except that if any member of the Puerto Rico FSCPE breaches the embargo agreement, Census may terminate this agreement immediately. In the event this agreement is terminated, each party will be solely responsible for the payment of any expenses it has incurred. This agreement is subject to the availability of funds.

II. AUTHORITIES, PURPOSE, AND DESCRIPTION OF PROGRAM

1. This document constitutes an agreement between the U.S. Census Bureau, U.S. Department of Commerce, hereinafter referred to as the CENSUS BUREAU, and the Commonwealth of Puerto Rico, acting by and through the public agency, the Puerto Rico Institute of Statistics, hereinafter referred to as the COMMONWEALTH. Both parties agree to continue with the joint project known as the Federal-State Cooperative for Population Estimates (FSCPE) established by the CENSUS BUREAU in 1967. The purpose and general terms of this cooperative agreement follow.
The Census Bureau's authority to participate in a joint statistical project with the COMMONWEALTH is 13 U.S.C. § 8(b), which authorizes the Census Bureau to engage in joint statistical projects with non-profit agencies and organizations on matters of mutual interest, but only if the cost of such projects is equitably apportioned.

No Title 13 confidential information will be shared pursuant to this agreement.

2. The authority for the COMMONWEALTH to enter into this agreement is:

(1) Articles 6 (d) and (n) of Act. No. 209 of August 28, 2003 of the Government of Puerto Rico, known as the Puerto Rico Institute of Statistics Act, which authorizes the Institute to award contracts and memoranda of agreement with federal government agencies.

(2) Article 11 (h) and (i) of Act. No. 209 of August 28, 2003 of the Government of Puerto Rico, which empowers the Executive Director of the Puerto Rico Institute of Statistics to formalize agreements with state and federal government agencies. Pursuant to this agreement, the Census Bureau and the Puerto Rico FSCPE member(s) will undertake a joint working relationship through which the Census Bureau will continue the historic relationship with the Puerto Rico FSCPE member for population and housing unit estimates. The Census Bureau’s FSCPE program was established in 1967 to create an effective vehicle for the collaboration on population and housing unit estimates produced by the Census Bureau. By entering into this agreement, Puerto Rico’s FSCPE member will be recognized as the official representative of Puerto Rico on matters pertaining to population estimates.

3. This relationship is necessary and essential to further the mission of the Census Bureau in that it will provide the public with local access to Census Bureau official population estimates. The partnership helps fulfill the Census Bureau’s Strategic Plan, Strategic Objective 2, Objective 2.2: “Produce accurate, timely, and relevant population estimates for funding allocations and other purposes.”

The relationship also develops a partnership for the promotion and support of the Census Bureau Population Estimates Program. This partnership provides the Census Bureau with a nationwide network of organizations to provide local knowledge and demographic insight to the Population Estimates Program.

The Census Bureau has determined that this partnership cannot be done at all or done as effectively without the participation of the Puerto Rico FSCPE member. This partnership increases the effectiveness of the Census Bureau’s Population Estimates Program because the Puerto Rico FSCPE member has access to commonwealth and local data sources and knowledge of local events that the Census Bureau lacks.
4. The Census Bureau’s FSCPE Program is administered through the Population Division (POP).

This joint partnership is of mutual interest to the parties because the partnership’s objectives involve estimates review and dissemination, estimates use, and support of the Census Bureau’s Population Estimates Program. The Census Bureau and the commonwealth share objectives and provide support to one another for these objectives.

The Census Bureau regards this partnership as an integral part of its population and housing unit production process, the Census Bureau’s primary goal of this partnership. The commonwealth also gives high priority to this partnership by providing technical assistance in the development and use of Census Bureau estimates.

5. In terms of the estimates review and data collection aspect of this agreement, the Census Bureau benefits because the FSCPE helps improve the accuracy of estimates by applying local knowledge of the community to input data collection activities. The Puerto Rico FSCPE member benefits by being an official source of Census Bureau estimates. This enables the Census Bureau to allow the Puerto Rico FSCPE member access to data on an embargo basis, that is, prior to the Census Bureau’s release of data to the general public. The commonwealth of Puerto Rico benefits through the FSCPE’s involvement in improving data for its communities’ economic development, social and economic planning, policymaking, and governance.

6. In terms of access to Census Bureau data, the commonwealth benefits because they are allowed access to selected data sets on an embargo basis prior to their release to the public. In addition, the FSCPE members also receive specialized training from Census Bureau experts on technical aspects of estimates methodologies and the use of administrative and other data as inputs to estimates.

III. RESPONSIBILITIES OF THE PARTIES

The commonwealth FSCPE member(s) are official representatives of the commonwealth on matters pertaining to population estimates. They disseminate population and housing unit estimates and assist in the public understanding and use of estimates.

1. The FSCPE members will be required to adhere to the following core competencies:

A. Program Administration – FSCPE members will abide by the FSCPE BY-LAWS to the extent permitted by law. Members will advise the Census Bureau on the general
operation of the FSCPE and will attend at least one FSCPE meeting annually. Members will observe embargo dates and nondisclosure agreements. Members will inform the Census Bureau of FSCPE agency staff/contact updates. The Office of the Governor must advise the Census Bureau in writing if the FSCPE agency designation changes.

B. Data Collection – Members will compile and transmit to the Census Bureau files of group quarters and vital statistics data for the commonwealth for input into estimates. Members will maintain contact with the agencies responsible for collecting the data series used in estimates development. Members will review all input data before submission to ensure conformance with Census Bureau specifications, and they will adhere to Census Bureau deadlines and confidentiality provisions.

C. Estimates Review – FSCPE members will receive pre-release estimates files for review and comment. Comments on review files should be transmitted to the Census Bureau by the most expedient means and confidentiality provisions.

D. Process Improvement – FSCPE members will support efforts to improve the accuracy and timeliness of Census Bureau estimates by participating in joint research projects, identifying new sources of input data, and by exploring alternative estimation techniques.

2. The Census Bureau, through POP will:

A. Provide requests for input data that are clearly specified and allow sufficient time for FSCPE members to collect and transmit the data.

B. Provide estimates review files to FSCPE members for their internal use to review estimates prior to release. The files should have content sufficient to facilitate review and should provide as much review time as possible within the constraints of the estimates release schedule. The Census Bureau will not provide data restricted under Title 13 and/or Title 26, U.S.C.

C. Provide estimates data products that facilitate evaluation of estimates for accuracy at all levels of geography. While some of these files may contain unreleased data, the Census Bureau will not provide data restricted under Title 13 and/or Title 26, U.S.C.

D. Maintain regular contact with FSCPE members through the FSCPE Liaison. The FSCPE Liaison will facilitate technical discussion between FSCPE members and relevant POP staff. The Liaison will facilitate regular communication between the FSCPE Steering Committee and POP staff.

E. Support exchange of information among FSCPE members by hosting meetings and by sponsoring training and workshops on topics of interest to FSCPE members.
F. Provide access to embargo data sites and a secure data server. Access is contingent on submission of a written request and signed Secure Server Agreement. The Census Bureau will not provide data restricted under Title 13 and/or Title 26, U.S.C., to embargo data sites or secure data servers.

Annual reports and presentations will be exchanged between the Census Bureau and the commonwealth. The commonwealth reports will describe activities performed in conjunction with FSCPE participation including data inputs, review of estimates or estimates data, participation in FSCPE committees and research activities, and any other activities deemed relevant to evaluating FSCPE program performance. The Census Bureau presentation will describe how state data inputs and reviews were incorporated into their population estimates and related program activities. Annually, the states and the Census Bureau will use these reports and presentations to jointly evaluate program effectiveness in terms of improvement of the Census Bureau population estimates program and the participation of the commonwealth in the FSCPE. These reports and presentations will be used to make specific recommendations on how to enhance commonwealth participation in the program and to enhance performance of both the commonwealth and the Census Bureau in terms of the core expectations outlined in this agreement.

IV. OTHER PROVISIONS:

The costs of this activity are equitably apportioned among the parties. The parties estimate that on average Census’s and the commonwealth’s in-kind contribution towards this project will amount to approximately 60% and 40% of the total project costs, respectively. In addition to the activities described above, the Census Bureau, through POP, will (if budget allows):

A. Provide space or facilitate video conferences for the bi-annual full membership meetings.
B. Provide travel funding for one member from each FSCPE organization for the Fall full membership meeting, if held in person.
C. Provide space and travel costs for the bi-annual FSCPE steering committee meetings.

In addition to the activities described above, the FSCPE members will (if budget allows):

A. Provide travel funding for their members to travel to the Spring full membership FSCPE meeting.

Should disagreement arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on the interpretation is not reached within thirty days of the date of
the letter that informs the party of the disagreement, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

1. Unless otherwise provided in this Appendix, all provisions of the umbrella agreement remain in effect and govern the conduct of this Appendix.

2. This agreement will become effective when signed by all parties. The agreement will terminate on September 30th, 2019, but may be amended at any time by mutual written consent of the parties. Activities conducted pursuant to this agreement will begin on October 1st, 2015 and will terminate on September 30th, 2019. Any party may terminate this agreement by providing 60 days written notice to the other party. This agreement is subject to the availability of funds.

In consideration of the foregoing, the parties hereby execute this Agreement.

(Signature)  
3/11/2016
John H. Thompson  
Director  
U.S. Census Bureau  
U. S. Department of Commerce

(Signature)  
3/1/2016
Mario Marazzi  
Executive Director  
Puerto Rico Institute of Statistics
FEDERAL-STATE COOPERATIVE FOR POPULATION ESTIMATES
MEMORANDUM OF AGREEMENT
ESTABLISHING A JOINT STATISTICAL PROJECT BETWEEN THE

The U.S. CENSUS BUREAU
U.S. DEPARTMENT OF COMMERCE

AND

THE COMMONWEALTH OF PUERTO RICO
AGREEMENT: 0071-FY13-NFE-0001.000

1. PARTIES AND PURPOSE

This document constitutes an agreement between the U.S. Census Bureau, U.S.
Department of Commerce, hereinafter referred to as the CENSUS BUREAU, and the
Commonwealth of Puerto Rico, acting by and through the public agency, the Puerto Rico
Institute of Statistics, hereinafter referred to as the COMMONWEALTH. Both parties agree
to continue with the joint project known as the Federal-State Cooperative for Population
Estimates (FSCPE) established by the CENSUS BUREAU in 1967. The purpose and general
terms of this cooperative agreement follow.

2. AUTHORITY

The Census Bureau's authority to participate in a joint statistical project with the
COMMONWEALTH is 13 U.S.C. § 8(b), which authorizes the Census Bureau to engage
in joint statistical projects with non-profit agencies and organizations on matters of
mutual interest, but only if the cost of such projects is equitably apportioned.

No Title 13 confidential information will be shared pursuant to this agreement.

The authority for the COMMONWEALTH to enter into this agreement is:

• (1) Articles 6 (d) and (n) of Act. No. 209 of August 28, 2003 of the Government of
Puerto Rico, known as the Puerto Rico Institute of Statistics Act, which authorizes
the Institute to award contracts and memoranda of agreement with federal
government agencies.

• (2) Article 11 (h) and (i) of Act. No. 209 of August 28, 2003 of the Government of
Puerto Rico, which empowers the Executive Director of the Puerto Rico Institute of
Statistics to formalize agreements with state and federal government agencies.

3. PURPOSE

Pursuant to this agreement, the Census Bureau and the Puerto Rico FSCPE member(s)
will undertake a joint working relationship through which the Census Bureau will continue
the historic relationship with the Puerto Rico FSCPE member for population and housing
unit estimates. The Census Bureau's FSCPE program was established in 1967 to create
an effective vehicle for the collaboration on population and housing unit estimates
produced by the Census Bureau. By entering into this agreement, Puerto Rico's FSCPE
member will be recognized as the official representative of Puerto Rico on matters
pertaining to population estimates.

This relationship is necessary and essential to further the mission of the Census Bureau in
that it will provide the public with local access to Census Bureau official population
estimates. The partnership helps fulfill the Census Bureau's Strategic Plan, Strategic
Objective 2, Objective 2.2: "Produce accurate, timely, and relevant population estimates for funding allocations and other purposes."

The relationship also develops a partnership for the promotion and support of the Census Bureau Population Estimates Program. This partnership provides the Census Bureau with a nationwide network of organizations to provide local knowledge and demographic insight to the Population Estimates Program.

The Census Bureau has determined that this partnership cannot be done at all or done as effectively without the participation of the Puerto Rico FSCPE member. This partnership increases the effectiveness of the Census Bureau’s Population Estimates Program because the Puerto Rico FSCPE member has access to commonwealth and local data sources and knowledge of local events that the Census Bureau lacks.

The Census Bureau’s FSCPE Program is administered through the Population Division (POP).

4. MUTUAL INTEREST OF THE PARTIES

This joint partnership is of mutual interest to the parties because the partnership’s objectives involve estimates review and dissemination, estimates use, and support of the Census Bureau’s Population Estimates Program. The Census Bureau and the commonwealth share objectives and provide support to one another for these objectives.

The Census Bureau regards this partnership as an integral part of its population and housing unit production process, the Census Bureau’s primary goal of this partnership. The commonwealth also gives high priority to this partnership by providing technical assistance in the development and use of Census Bureau estimates.

In terms of the estimates review and data collection aspect of this agreement, the Census Bureau benefits because the FSCPE helps improve the accuracy of estimates by applying local knowledge of the community to input data collection activities. The Puerto Rico FSCPE member benefits by being an official source of Census Bureau estimates. This enables the Census Bureau to allow the Puerto Rico FSCPE member access to data on an embargo basis, that is, prior to the Census Bureau’s release of data to the general public. The commonwealth of Puerto Rico benefits through the FSCPE’s involvement in improving data for its communities’ economic development, social and economic planning, policymaking, and governance.

In terms of access to Census Bureau data, the commonwealth benefits because they are allowed access to selected data sets on an embargo basis prior to their release to the public. In addition, the FSCPE members also receive specialized training from Census Bureau experts on technical aspects of estimates methodologies and the use of administrative and other data as inputs to estimates.

5. RESPONSIBILITIES OF THE PARTIES

The commonwealth FSCPE member(s) are official representatives of the commonwealth on matters pertaining to population estimates. They disseminate population and housing unit estimates and assist in the public understanding and use of estimates.

1. The FSCPE members will be required to adhere to the following core competencies:

   A. Program Administration – FSCPE members will abide by the FSCPE BY-LAWS to the extent permitted by law. Members will advise the Census Bureau on the general operation of the FSCPE and will attend at least one FSCPE meeting
annually. Members will observe embargo dates and nondisclosure agreements. Members will inform the Census Bureau of FSCPE agency staff/contact updates. The Office of the Governor must advise the Census Bureau in writing if the FSCPE agency designation changes.

B. Data Collection – Members will compile and transmit to the Census Bureau files of group quarters and vital statistics data for the commonwealth for input into estimates. Members will maintain contact with the agencies responsible for collecting the data series used in estimates development. Members will review all input data before submission to ensure conformance with Census Bureau specifications, and they will adhere to Census Bureau deadlines and confidentiality provisions.

C. Estimates Review – FSCPE members will receive pre-release estimates files for review and comment. Comments on review files should be transmitted to the Census Bureau by the most expedient means and confidentiality provisions.

D. Process Improvement – FSCPE members will support efforts to improve the accuracy and timeliness of Census Bureau estimates by participating in joint research projects, identifying new sources of input data, and by exploring alternative estimation techniques.

2. The Census Bureau, through POP will:

A. Provide requests for input data that are clearly specified and allow sufficient time for FSCPE members to collect and transmit the data.

B. Provide estimates review files to FSCPE members for their internal use to review estimates prior to release. The files should have content sufficient to facilitate review and should provide as much review time as possible within the constraints of the estimates release schedule. The Census Bureau will not provide data restricted under Title 13 and/or Title 26, U.S.C.

C. Provide estimates data products that facilitate evaluation of estimates for accuracy at all levels of geography. While some of these files may contain unreleased data, the Census Bureau will not provide data restricted under Title 13 and/or Title 26, U.S.C.

D. Maintain regular contact with FSCPE members through the FSCPE Liaison. The FSCPE Liaison will facilitate technical discussion between FSCPE members and relevant POP staff. The Liaison will facilitate regular communication between the FSCPE Steering Committee and POP staff.

E. Support exchange of information among FSCPE members by hosting meetings and by sponsoring training and workshops on topics of interest to FSCPE members.

F. Provide access to embargo data sites and a secure data server. Access is contingent on submission of a written request and signed Secure Server Agreement. The Census Bureau will not provide data restricted under Title 13 and/or Title 26, U.S.C., to embargo data sites or secure data servers.

Annual reports and presentations will be exchanged between the Census Bureau and the commonwealth. The commonwealth reports will describe activities performed in conjunction with FSCPE participation including data inputs, review of estimates or estimates data, participation in FSCPE committees and research activities, and any other activities deemed relevant to evaluating FSCPE program performance. The Census Bureau presentation will describe how state data inputs and reviews were incorporated into their population estimates and related program activities. Annually, the states and the Census
Bureau will use these reports and presentations to jointly evaluate program effectiveness in terms of improvement of the Census Bureau population estimates program and the participation of the commonwealth in the FSCPE. These reports and presentations will be used to make specific recommendations on how to enhance commonwealth participation in the program and to enhance performance of both the commonwealth and the Census Bureau in terms of the core expectations outlined in this agreement.

6. EQUITABLE APPORTIONMENT OF COSTS

The costs of this activity are equivalently apportioned among the parties. The parties estimate that on average Census’s and the commonwealth’s in-kind contribution towards this project will amount to approximately 60% and 40% of the total project costs, respectively. In addition to the activities described above, the Census Bureau, through POP, will (if budget allows):

A. Provide space or facilitate video conferences for the bi-annual full membership meetings.
B. Provide travel funding for one member from each FSCPE organization for the Fall full membership meeting, if held in person.
C. Provide space and travel costs for the bi-annual FSCPE steering committee meetings.

In addition to the activities described above, the FSCPE members will (if budget allows):

A. Provide travel funding for their members to travel to the Spring full membership FSCPE meeting.

7. CONTACTS

The contacts of each party to this agreement are:

Ben Bolender
Chief, Population Estimates Branch
Population Division
U.S. Census Bureau
Washington, DC 20233
Phone: (301) 763-9733
Fax: (301) 763-6636
E-mail: Benjamin.C.Bolender@census.gov

Mario Marazzi-Santiago
Executive Director
Puerto Rico Institute of Statistics
P.O. Box 195484
San Juan, PR 00919-5484
Phone: (787) 993-3336
Fax: (787) 993-3346
Email: mario.marazzi@estadisticas.gobierno.pr

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

8. DURATION OF AGREEMENT, AMENDMENTS AND MODIFICATIONS

This agreement becomes effective when signed by all parties. The agreement will terminate on [September 30, 2015], but may be amended at any time by mutual consent of the parties.
Any party may terminate this agreement by providing 60 days written notice to the other party, except that if any member of the Puerto Rico FSCPE breaches the embargo agreement, Census may terminate this agreement immediately. In the event this agreement is terminated, each party will be solely responsible for the payment of any expenses it has incurred. This agreement is subject to the availability of funds.

9. RESOLUTION OF DISAGreements

Should disagreement arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on the interpretation is not reached within thirty days of the date of the letter that informs the party of the disagreement, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution. Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, a review of this agreement may be conducted at any time. The Inspector General of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the parties to this agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

U.S. Department of Commerce
U.S. Census Bureau

John H. Thompson
[Type or Print Name]

[Signature]

Director, U.S. Census Bureau
[Title]

11/13/2014
[Date]

Commonwealth of Puerto Rico
Puerto Rico Institute of Statistics

Dr. Mario Marazzi-Santiago
[Type or Print Name]

[Signature]

Executive Director, PR Institute of Statistics
[Title]

11/25/2014
[Date]

5
MEMORANDUM OF AGREEMENT
ESTABLISHING A JOINT PROJECT
BETWEEN THE
BUREAU OF THE CENSUS
UNITED STATES DEPARTMENT OF COMMERCE
AND
THE COMMONWEALTH OF PUERTO RICO
Agreement No. 05-13-MOU-01
January 1, 2014 - December 31, 2020

PARTIES

1.1 This document constitutes an agreement between the U.S. Census Bureau, the U.S. Department of Commerce, and the government of the Commonwealth of Puerto Rico, represented in the present agreement by the Puerto Rico Institute of Statistics, duly authorized by the Governor of Puerto Rico to represent the Commonwealth through written designation dated July 26, 2013, hereafter known as State Data Center (SDC) which is a public organization.

AUTHORITIES

2.1 The Census Bureau has authority to participate in the State Data Center (SDC) program with the Commonwealth of Puerto Rico under:

(1) Title 15 U.S.C. Section 1525, the Commerce Department's Joint Project Authority, which provides that the Census Bureau may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interest, the cost of which is equitably apportioned;

(2) Title 13 U.S.C. Section 8, which provides authority for the Census Bureau to undertake joint statistical projects.

2.2 The Puerto Rico SDC has authority to participate in the SDC Program with the Census Bureau under Puerto Rico Act 209 of August 28, 2003, as amended, under:

(1) Title 3 LPR 974 (l) which provides that the SDC shall offer expert counseling to the government agencies and the municipal governments that collaborate or are interested in information on the procedure used to prepare the federal census and on any other census or survey that is either projected or carried out;

(2) Title 3 LPR 975 (n) which provides that the SDC shall execute collaboration agreements with other government organisms, federal government organisms, and foreign and international organisms.
PURPOSE

3.1 Pursuant to this agreement, the Census Bureau and the SDC will undertake a joint working relationship with the SDC as the premier local partner. The Census Bureau's SDC program was established in 1978 to create an effective vehicle for the dissemination of information and data produced by the Census Bureau to state and local governments. By entering into this agreement, the SDC, as the premier local partner and an official source of Census Bureau data for Puerto Rico, will be provided with Census Bureau data products, technical support, and training at no cost. The Census Bureau may charge for special products or tabulations.

3.2 This relationship is necessary and essential to further the mission of the Commerce Department in that it will provide the public with local access to Census Bureau data. This relationship develops a partnership for the promotion and support of all Census Bureau programs. This partnership provides the Census Bureau with a nationwide network of organizations to provide governments, businesses, and organizations with the data for use in planning and decision-making. And finally, this partnership increases the effectiveness of the Census Bureau's public outreach because the Puerto Rico SDC has access to and the responsibility to serve the local data user community in a much more extensive capacity than the Census Bureau.

3.3 The Census Bureau's SDC Program is administered by the Customer Liaison and Marketing Services Office (CLMSO), within the Communications Directorate.

MUTUAL INTEREST OF THE PARTIES

4.1 This joint partnership is of mutual interest to the parties because the partnership's objectives involve data dissemination, data use, education and support of Census Bureau programs. The Census Bureau and the Puerto Rico SDC share objectives and provide support to one another for each of these objectives.

4.2 The Census Bureau regards this partnership as integral to its mission. The Puerto Rico SDC also gives high priority in this partnership to data dissemination and providing technical assistance in the use of Census Bureau data. The SDCs make the Census Bureau data more widely accessible to data users.

4.3 In terms of the data collection aspect of this agreement, the Census Bureau benefits because data centers help obtain the cooperation of their users at the time of data collection by applying local knowledge of the community to data collection activities. The SDC benefits by being an official source of Census Bureau data. This enables the Census Bureau to allow the SDC access to data on an embargo basis, that is, prior to the Census Bureau's release of data to the general public. The Puerto Rico SDC and its communities benefit through the SDCs involvement in improving data for economic development, social and economic planning, policymaking and governance. In addition, the SDC also receives specialized training from Census Bureau experts on significant programs such as the decennial census, the economic census, and the American Community Survey.
The SDCs participate in development, review and evaluation of Census Bureau programs, software and products. Through their local networks, they also provide a structured feedback mechanism. The information that the SDCs provide becomes key factors in the appearance, media presentation and quality of the Census Bureau data products.

RESPONSIBILITIES OF THE PARTIES

5.1 The SDCs are the premier local partner with the Census Bureau for their areas and are an official repository of Census Bureau data. They assist in data dissemination, use, education and support of Census Bureau programs.

5.2 Both parties will work to strengthen the relationship, by promoting training and communication, and leveraging limited resources. This may include webinar-based training as well as conference opportunities. CLMSO will host an annual meeting for the Lead organizations. This meeting will include training, presentations and a business meeting. Each state will be allowed to send one delegate. This delegate can be the state lead or their designee.

5.3 The State Data Center organizations will be required to perform the following:

5.3.1 Program management - The Lead organization will, among their other responsibilities provide staff and budget to support the program and act as managers to ensure that the administrative functions herein are performed. The Lead organization also has the responsibility of ensuring that the functions listed in 5.3.1 through 5.3.7 are performed by either the Lead organization or the appropriate Coordinating or Affiliate organization, or by arranging to have another data center handle functions other than those designated as administrative in nature. In addition, every Lead organization must subscribe to the SDC list serve, complete the annual report, maintain a signed MOA, and maintain effective communication on their activities with CLMSO.

5.3.2 Data dissemination - The SDC network will provide Census data, information, tools, technology and knowledge to its members and local stakeholders. The SDC will assist stakeholders in the use of these products and share products developed by network members where appropriate.

5.3.3 Data research and analysis, expertise, technical assistance, and consultation - As the premier local partner, the SDC network will provide technical expertise and assistance, consultation, and materials on Census Bureau products and programs.

5.3.4 Promotion - SDC network members will promote Census Bureau products, programs, and services, assist with operational support as necessary and appropriate, provide updates to local stakeholders, and encourage the use of products and participation in censuses, surveys, and other programs.

5.3.5 Training and Education - The Lead and/or Coordinating Agency will provide training for network affiliates. SDC network members will educate and provide information and support to local stakeholders and other data users on the
availability and use of Census data and statistical information, and share best practices among network members.

5.3.6 Assistance - The SDC network will be an integral part of Census programs and objectives by serving as the premier local partner for Census surveys and programs, by participating in design, input and testing, and providing feedback to the Bureau on products, programs, technologies and services.

5.3.7 SDC Participation and Presence - The Lead or delegate will participate in the annual meeting and be a part of regular strategic planning processes. SDC network members will assist in developing Census Bureau programs and products. Each SDC will maintain a web presence and contact information to local stakeholders.

5.4 The Census Bureau, through the CLMSO, agrees to:

5.4.1 Program management - effectively administer the SDC program through timely and accurate communication with the lead agencies, and providing staff and budget to carry out the SDC program. CLMSO will maintain and publish a current list of SDC leads and their contact information, and maintain current Memoranda of Agreement with each of the lead organizations. CLMSO will keep the SDC leads informed about developments in programs and publications at the Census Bureau, as well as provide opportunity for feedback from the SDCs. CLMSO will publish an annual report at the end of each fiscal year based on the activity of the SDC network.

5.4.2 Data dissemination - ensure that the SDC program has access to, and is informed about, Census Bureau data releases, products, services and materials. CLMSO will assist the SDCs leads by providing them and their affiliate members training in the use of Census data tools and products. CLMSO will offer each SDC lead organization the opportunity to sign up for access to Census Bureau embargoed statistics. Embargoed statistics do not include information that is protected by Title 13 confidentiality restrictions. The process for gaining access to embargoed statistics is ultimately controlled by the Census Bureau's Public Information Office (PIO), and those SDCs which are granted access to these statistics must agree to the rules that govern that process.

5.4.3 Local expert - support the SDCs as the Census Bureau's "premier local partner." Provide free and unlimited training, technical documentation, materials, tools, and support to the SDCs so that they might be recognized locally for their expertise and technical assistance with Census statistics.

5.4.4 Promotion - promote the SDCs as the Census Bureau's premiere local partners (inside as well as outside the Bureau). Maximize and support SDC network members' involvement in, and knowledge of, local Census activities, particularly Census Bureau programs, campaigns and promotions. Seek operational support from SDCs where appropriate. Assist the network members to promote Census products and services.
5.4.5 Training and education – ensure that the SDCs have timely and targeted training on Census Bureau products, programs and initiatives. Coordinate training sessions (whether in-person or webinar) with regional offices and SDC members on how to acquire, use and interpret data. Work with SDCs to develop useful instructions.

5.4.6 Assistance with Census Programs – ensure that the SDC program has the opportunity to work hand-in-hand with Census Bureau programs, offering their unique guidance and feedback. CLMSO will seek opportunities for the SDCs to participate in the design, input and testing of Census products, programs, surveys and services.

5.4.7 Thriving Network - maintain timely communication with each SDC lead organization. Capitalize on the long-term partnership between the SDCs and the Census Bureau to accomplish common goals and objectives. CLMSO will invite the lead or delegate to participate in the annual training conference and to be a part of the strategic planning process. Support the efforts of the data centers to exchange ideas with other data centers. Encourage each SDC to maintain a web presence as a premiere Census Bureau partner.

5.5 Regional Office Support of State Data Centers

5.5.1 Regional Offices will communicate, at least once each year, with the SDCs in their regions through conference calls, e-mail, and/or meetings to promote a good working relationship with their data dissemination partners.

5.6 Resources

5.6.1 Each party will provide the necessary resources, to the extent such resources are available, and to carry out all the activities associated with this partnership.

5.7 Monitoring and Evaluation

5.7.1 The SDC Lead organization will provide an annual report. Lead organizations that do not report their program activity by the specified date are subject to Census Bureau-imposed program restrictions. These restrictions may include, but are not limited to, restricting or terminating the SDCs access to embargoed information, and/or CLMSOs payment for attendance at the SDC annual training conference.

5.7.2 The Census Bureau will use the annual reports to determine if the SDCs are meeting the terms of this agreement. In the event that one of the SDCs is not performing one or more of the responsibilities listed above, the Census Bureau will first seek to correct the deficiencies through targeted training and support activities. If these actions do not result in compliance with the terms of this agreement, the SDC and the CLMSO relationship may be terminated. The CLMSO liaisons will have at the minimum, quarterly contact via telephone, face-to-face visits, or email with SDC Lead organizations.
5.8 Annual Reports

5.8.1 The CLMSO will prepare the SDC network annual report for distribution to the SDCs regarding SDC and Census Bureau activity.

EQUITABLE APPORTIONMENT OF COSTS

6.1 The costs of this activity are equitably apportioned between both parties.

CONTACTS

7.1 The contacts of each party to this agreement are:

7.1.1 Authorized Signator, SDC Lead Designee, and any others who need to sign it
7.1.2 Chief, Customer Liaison and Marketing Services Office, Census Bureau

7.2 The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

8.1 This agreement becomes effective on or after January 1, 2014 or on the date signed by all parties. The agreement will terminate on December 31, 2020, but may be amended at any time by mutual agreement of the parties.

8.2 Any party may terminate this agreement by providing 60 days written notice to the other party. In the event this agreement is terminated, each party will be solely responsible for the payment of any expenses it has incurred. This agreement is subject to the availability of funds.

OTHER PROVISIONS

9.1 Should disagreement arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each party and presented to the other party for consideration. If agreement on the interpretation is not reached within thirty days of the date of the letter that informs the party of the disagreement, the parties will forward the written presentation of the disagreement to respective higher officials for appropriate resolution. Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, a review of this agreement may be conducted at any time. The Inspector General of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the parties to this agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.
Kendall B. Johnson
Chief, Customer Liaison and Marketing Services Office
Bureau of the Census
4600 Silver Hill Road, Room 8H180
Washington, DC 20233-0500

9/11/13

Dr. Mario Marazzi-Santiago
Executive Director
Puerto Rico Institute of Statistics
57 Quisqueya St., Suite 2000
San Juan, PR 00917
mario.marazzi@estadisticas.gobierno.pr

[signature] Signator